

Exhibit 8



30 January 2006

BRW Engineering Ltd. ("**BRW**")
c/o Quin & Hampson
Harbour Centre, 3rd Floor
PO Box 1348, George Town
Cayman Islands, B.W.I.
Attention: Mr. Stephen M. Wilson

Mr. Stephen M. Wilson
1700 McLeary, Apto 1001
Condominio Condado Real
San Juan, Puerto Rico 00911

Dear Mr. Wilson,

Further to our negotiations regarding the Satellite Operating Partner ("**SOP**") Project (the "**SOP 5 Project**"), ImageSat International N.V. ("**ImageSat**") hereby agrees as follows:

1. In the event that by March 31, 2006, a formal letter from the Government of Venezuela (the "**Customer**") to ImageSat is signed as a result of your active and substantial efforts, declaring that the Customer has approved the SOP 5 Project, including a budget therefor, and further provided that a sales contract is signed by the Customer and ImageSat for the SOP 5 Project (the "**Sales Contract**") as a result of your active and substantial efforts by December 31, 2006 and ImageSat has actually received the first payment from the Customer under the Sales Contract in free and readily available funds (the "**First Payment**") on or before December 31, 2006, you shall be paid by ImageSat as follows:
 - (i) an amount of sixty thousand US Dollars (US\$60,000) plus nine percent (9%) interest per annum to be accrued as follows: first US\$20,000 - from February 1, 2006 until actual payment; second US\$20,000 - from March 1, 2006 until actual payment and last US\$20,000 from April 1, 2006 until actual payment. The said total amount of sixty thousand US Dollars (US\$60,000) plus accrued interest thereon shall be paid within thirty (30) days following receipt by ImageSat of the First Payment.; and
 - (ii) the Success Fee as detailed in Paragraph 2 below.

2. **Success Fee**

2.1 Provided that the Sales Contract is signed by the Customer and ImageSat as a result of your active and substantial efforts by December 31, 2006 and ImageSat has actually received the First Payment on or before December 31, 2006, you will be entitled to a success fee of two percent (2%) of the Net Sales Contract Price (the "**Success Fee**"). As used herein, the term "**Net Sales Contract Price**" shall mean the total Sales Contract price of the


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infrastructure, equipment, training and technical assistance to be delivered / provided and the SOP services to be performed under the Sales Contract, less the following deductions:

any credits, collection fees, finance charges, allowances, discounts in price, shipping, insurance, royalties, penalties, license fees, liquidated and/or other damages; any sales, purchase, use and/or value added taxes; the cost of fulfilling offset and/or counter-trade undertakings; amounts contributed to educational, health, welfare and charitable institutions; amounts paid for bank guarantees and performance bonds.

2.2 The Success Fee shall be due and payable by ImageSat to you as follows:

2.2.1 **In the event that the Sales Contract price is payable by the Customer to ImageSat in installments** (down payment and payments against delivery of the relevant infrastructure and equipment deliverables as well as payments for SOP services, training and technical assistance, upon the completion of the performance / provision of the relevant service), you shall be entitled to a proportional share of its Net Sales Contract Price Success Fee upon payment by the Customer and actual receipt by ImageSat of each relevant payment installment; or

2.2.2 **In the event that the entire Sales Contract price is payable by the Customer to ImageSat upon signature of the Sales Contract**, you shall be entitled to a proportional share of its Net Sales Contract Price Success Fee for:

2.2.2.1 The infrastructure and equipment deliverables – upon delivery of the relevant deliverable and the proportional reduction of the prepayment guarantee or like document and performance bond or like document delivered by ImageSat to the Customer; and

2.2.2.2 The SOP services, training and technical assistance – upon completion of the provision / performance of the relevant service and the proportional reduction of the prepayment guarantee or like document and performance bond or like document delivered by ImageSat to the Customer.

2.3 ImageSat shall effect the Success Fee payments to you within thirty (30) days after receipt by ImageSat of the relevant payment under Paragraph 2.2.1 above or within thirty (30) days following the proportional reduction of the prepayment guarantee and/or performance bond under Paragraph 2.2.2 above.

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2.4 ImageSat shall timely inform you of the payments received by it from the Customer under the Sales Contract.

2.5 In the event that the Customer does not make an initial payment or other subsequent payments in cash to ImageSat but provides promissory notes to ImageSat for the initial payment or other subsequent payments (which promissory notes are in full conformity with the provisions of the Sales Contract), you shall only be entitled to your Success Fee on that portion of the Net Sales Contract Price included in each such promissory note, subject to actual payment by the Customer of the total amount of said promissory note to the holder thereof. Furthermore, should ImageSat, in its sole discretion, discount "without recourse to ImageSat" all or part of any promissory notes furnished by the Customer, ImageSat shall, prior to said discounting, advise you of said discounting. Should you desire to obtain a prepayment of your Net Sales Contract Price Success Fee in respect to such discounted promissory notes, you shall so inform ImageSat in writing, whereupon we shall meet in order to finalize and sign a written agreement in respect of such prepayment and your participation in the costs, expenses and risks associated with the discount. For the sake of clarity, it is noted that ImageSat shall be entitled to proceed with the discount without your participation in the event that we are all unable, for any reason whatsoever, to agree on the provisions of the aforesaid written agreement. In such event, you shall receive your Net Sales Contract Price Success Fee in respect of the discounted note/s on the/their maturity date/s or such later date/s that the note/s is/are paid by the Customer to the holder/s of the note/s. The provisions of this Paragraph shall apply mutatis mutandis in the event that ImageSat borrows monies from a third party lender in exchange for the delivery of promissory notes to the lender, provided that the third party has no recourse against ImageSat for non payment by the Customer or the promissory note/s. It is hereby clarified that should ImageSat, in its sole discretion, discount "with recourse to ImageSat" all or part of any promissory notes furnished by the Customer, you shall not be entitled to the Success Fee.

2.6 Should the Customer default on the payment of any amounts due under the Sales Contract, ImageSat shall be entitled, in its sole discretion, to effect a settlement in respect of such unpaid amount. In such event, ImageSat shall only pay to you a Success Fee on the settlement amount (based on the Net Sales Contract Price) paid by the Customer. You will bear your pro-rata share of any legal and other expenses incurred by ImageSat in pursuing claim and/or in effecting the settlement.

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- 2.7 In the event any Sales Contract entered into between ImageSat and the Customer is subsequently terminated or cancelled, in whole or in part, for any reason whatsoever, you shall, within thirty (30) days after receipt of written notice from ImageSat, reimburse or remit to ImageSat such part (or whole) of the Success Fee paid to you in proportion to the amount paid and/or to be reimbursed by ImageSat to the Customer in respect of that part (or whole) of the sale which was terminated and/or cancelled.
3. All payments by ImageSat hereunder shall be made in US Dollars by wire transfer of immediately available funds to an account or accounts specified by you against presentation by BRW of a tax invoice to ImageSat.
4. In the event that the Sales Contract is not signed by December 31, 2006 and ImageSat has not received the first payment from the Customer under the Sales Contract on or before December 31, 2006, you shall not be entitled to receive and ImageSat shall be under no obligation to pay to you the Success Fee, the amount stipulated in Paragraph 1(i) above and/or any other amount whatsoever in respect of the SOP 5 Project and/or the expired Consultant Agreement signed between ImageSat and yourselves dated December 30, 2004 (the "**Consultant Agreement**").
5. It is understood and agreed that the fees and amounts to be paid to you by ImageSat, under the terms stipulated in this letter, constitute the full and complete consideration due to you in respect of your activities with respect to the Sales Contract, and include full compensation and reimbursement for all obligations, expenses, charges, taxes and costs of whatsoever nature incurred and/or to be incurred by you.
6. You hereby acknowledge that you shall have no claim against ImageSat for any Success Fee, additional fees, loss of goodwill, clientele, or other like items, or for, including, but not limited to, advertising costs, office expenses, costs of materials, salaries, and the like and you hereby waive any claim and/or demand you have or might have against ImageSat with respect to the SOP 5 Project and/or the Sales Contract and/or the expired Consultant Agreement and/or the Letter Agreement signed between ImageSat and yourselves on December 31, 2004.
7. This letter does not derogate in any way from the termination letter dated 24 November 2005, ImageSat previously sent you, regarding your expired Consultant Agreement.
8. This letter is the exclusive and entire agreement between BRW, Stephen M. Wilson and ImageSat regarding this subject matter, superseding all prior or contemporaneous instruments, agreements, communications and discussions between ImageSat, BRW and Stephen M. Wilson.



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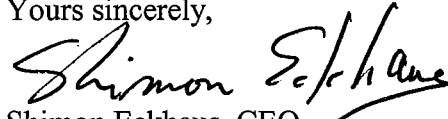
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ImageSat
International

Please confirm your understanding of the aforesaid and your agreement thereto by signing where indicated below.

Yours sincerely,



Shimon Eckhaus, CEO



Hagai Goren, VP and CEO

Feb. 20, 2006

ImageSat International N.V.

We, the undersigned, hereby confirm that we have read and understood the above letter and agree to be bound by the provisions thereof.



BRW Engineering Ltd.

By: Stephen M. Wilson
Title: CEO



Stephen M. Wilson, Personally

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